

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Dickens & Madson Canada, Inc. 740 Notre Dame Ouest, Suite 1250 Montreal, Quebec CANADA H3C 3X6	2. Registration No. 6200
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3. Name of Foreign Principal  DPWorld FZE	4. Principal Address of Foreign Principal JAFZA 17 PO Box 17000 Dubai, UAE
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5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- |   |   |
|---|---|
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Committee                      |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group                |
| <input type="checkbox"/> Association            | <input type="checkbox"/> Other ( <i>specify</i> ) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant  
n/a
- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address  
n/a
- b) Name and title of official with whom registrant deals
- c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

DPWorld is a global port operator based in Dubai, UAE, and has a portfolio of 78 operating marine and inland terminals supported by over 50 related businesses in 40 countries across six continents.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

n/a

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
12/30/2019	Ari Ben-Menashe, President & Director	/s/ Ari Ben-Menashe



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Dickens & Madson Canada, Inc.  
740 Notre Dame Ouest, Suite 1250  
Montreal, Quebec CANADA H3C 3X6

2. Registration No.  
6200

3. Name of Foreign Principal

DPWorld FZE

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See the attached Letter of Appointment Agreement with DPWorld FZE for the fee of \$5,000,000.00 USD, which authorizes the Registrant to act on behalf of the Foreign Principal to lobby the government of Sudan to attain the management position of the South Port Container Terminal in Port Sudan, Sudan. On or about November 18, 2019, Registrant received an initial payment of \$1,500,000.00 USD from the Foreign Principal, DPWorld. On or about December 30, 2019, the parties further agreed that the Registrant shall also lobby the government of the United States in furtherance of the stated goals.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Within the United States, Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies to support the efforts of the Foreign Principal to attain the management position of the South Port Container Terminal in Port Sudan, Sudan. Additionally, Registrant proposes to provide media and public relations services on behalf of the Foreign Principal's goals and activities. Registrant also provides lobbying services to the Foreign Principal in other countries.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As described in Section 8 above, Registrant will attempt to influence United States policy in favor of the Foreign Principal's attempt to attain the management position of the South Port Container Terminal in Port Sudan, Sudan.

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### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 12/30/2019	Name and Title Ari Ben-Menashe, President & Director	Signature /s/ Ari Ben-Menashe
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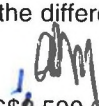

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

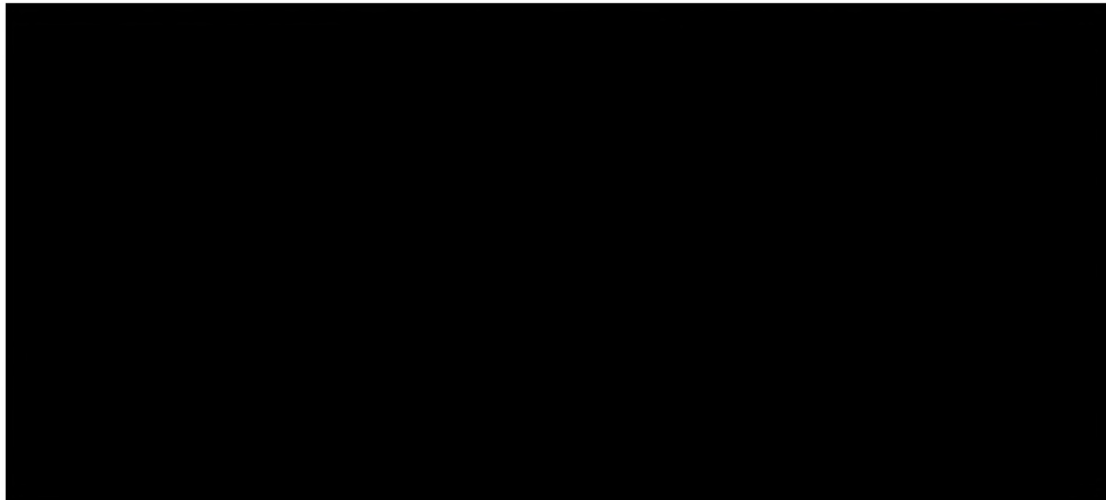
Dickens & Madson (Canada), Inc.  
740 Notre Dame West, suite 1250  
Montreal, Quebec, Canada H3C 3X6

4 NOVEMBER 2019  
~~23<sup>rd</sup> October 2019~~

### Letter of appointment "Agreement"

You hereby retain us Dickens & Madson " **The Consultant** ", and we hereby agree, as more fully set forth below, to lobby the executive branches of the government of Sudan and the different Sudanese military leaderships as well as the various relevant stakeholders and any other mutually agreed upon government or governments on behalf of DP World, and also provide other Services, all to assist in attaining DP World's goals as more fully described below, and subject to the terms and conditions set forth below.

1. Our lobbying Services shall consist of maintaining such contacts with the executive branches of the government of Sudan and other stakeholders in Sudan all to attain for you the management position of the South Port Container Terminal. We shall also lobby upon mutual agreement the US government. The purpose of lobbying the US government would be to obtain funds in a form of a grant to help maintain and develop the South Port Container Terminal in Sudan. In particular, we shall strive to obtain for you a 20-year concession contract with the government of Sudan to operate, manage and develop the South Port Container Terminal at Port Sudan.
2. The lobbying Services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying on behalf of a foreign entity, including registration and disclosure. As you know, consultants are not allowed to receive any funds that devolve from government grants that they may procure for their clients.
3. The Services cited by us above shall, to the extent mutually agreed upon, include any assistance deemed necessary in interfacing with the Government of Sudan and the different stakeholders to attain your business objectives.
4. The fee for this consultancy agreement shall be US\$5,000,000.00, US\$2,500,000.00 are due and payable upon signature of this agreement by wire transfer to the following account:  





5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.
6. We will keep you fully advised on all our efforts on your behalf.
7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.
8. We shall exert reasonable efforts to secure favourable executive policies, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with all necessary information as promptly as possible.
9. Upon the issue becoming relevant, we shall see to it that DP World will receive the right of first refusal to operate the Bashair Marine Terminal (the oil terminal) and any future development of the Port Area.
10. The Consultant agrees that this Agreement will not be published and will at all times remain confidential and shared only with the Government of Sudan. Furthermore, the Consultant agrees not to disclose any information regarding the parties and their business except as required by law or legal process. Any exception will have to be agreed upon by the two parties in advance.
11. This Consultancy Agreement and any documents relating to it may be executed and transmitted between the signatories by facsimile or email, which facsimile, or email, shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.
12. The term of this agreement shall be for one-year renewable upon mutual agreement.
13. This Agreement sets forth our entire understanding.
14. The following Schedule 1 (Additional Provisions) forms an integral part of this Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of Dubai -UAE- and the Parties hereby submit to the nonexclusive jurisdiction of the courts of Dubai -UAE-

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by countersigning below. This Agreement shall then constitute a binding agreement between us.

signed by

duly authorised for and on behalf of  
**Dickens & Madson Ltd.**



signed by

duly authorised for and on behalf of  
**DP World FZE**

A handwritten signature in blue ink, appearing to be "Sulaiman", written over a horizontal line.

## SCHEDULE 1

### 1. Consultant's Undertakings

The Consultant represents, warrants and undertakes to DP World that:

- 1.1. it has been duly incorporated, organised and/or established and is validly existing under the laws of the jurisdiction of its incorporation, organisation or establishment (as the case may be) and has the relevant constitutional approvals to conduct the Services in accordance with the terms of this Agreement
- 1.2. the agreement has been duly authorised by, and upon execution will constitute a valid and legally binding agreement on, the Consultant, enforceable against the Consultant in accordance with its terms;
- 1.3. it possesses all requisite certificates, authorisations and permits (whether issued by any regulatory authority or otherwise) for the performance of the Services, including any Services to be carried out within the Country;
- 1.4. it will, at all times during the performance of the Services, keep itself acquainted with and comply with all relevant laws, decrees, regulations, rules, procedures and codes of practice at any location where the Consultant is performing the Services;
- 1.5. unless specifically authorised in writing by DP World, it shall not have any authority to incur expenditure in the name or for the account of DP World or hold itself out in any way as having authority to bind DP World;
- 1.6. it will perform its obligations under this Agreement with the care, skill and diligence required in accordance with good industry practice, all applicable laws and as reasonably expected of a professional consultant in a comparable market; and
- 1.7. it shall:
  - 1.7.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and corruption including but not limited to the Penal Code (United Arab Emirates), the Bribery Act 2010 (UK), the Anti-Unfair Competition Act (People's Republic of China) and the Foreign Corrupt Practices Act (United States of America) (the Relevant Requirements)
  - 1.7.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (UK) or the Foreign Corrupt Practices Act (US) or any other form of bribery or corruption that would constitute an offence in either country or any other jurisdiction;
  - 1.7.3. comply with the DP World Anti-Bribery Policy (a copy of which can be found at <http://web.dpworld.com/governance/code-of-ethics/>), as DP World may update it from time to time (Relevant Policy);
  - 1.7.4. have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including but not limited to Adequate Procedures to ensure compliance with the Relevant Requirements and the Relevant Policy, and will enforce them where appropriate;
  - 1.7.5. promptly report to DP World any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement; and
  - 1.7.6. immediately notify DP World (in writing) if a Foreign Public Official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the




Consultant (and the Consultant warrants that it has no Foreign Public Officials as officers, employees or direct or indirect owners at the date of this agreement).

- 1.8. The Consultant shall ensure that any person associated with the Consultant who is performing Services in connection with this Agreement does so only on the basis of a written contract which imposes
- 1.9. on and secures from such person terms equivalent to those imposed on the Consultant in this clause 4 (Relevant Terms). The Consultant shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to DP World for any breach by such persons of any of the Relevant Terms.
- 1.10. For the avoidance of doubt, DP World reserves the right to disclose any or all information in relation to breaches of this policy to law enforcement, regulators, investigators or other third parties, reserves the right to commence civil proceedings to recover losses caused as a result of breach of this policy, and reserves the right to initiate or bring criminal proceedings against any person who breaches this clause.
- 1.11. Breach of this clause 1 shall be deemed a material breach under clause 4.

## 2. Confidential Information

- 2.1. Except as hereinafter provided including clause 10, any information (the Confidential Information) exchanged between DP World and the Consultant relating to DP World, any of DP World's Affiliates or this Agreement shall be held in strict confidence and shall be used solely for the purposes of providing the Services contemplated by this Agreement and shall be disclosed only to those people or entities to whom such disclosure is necessary for such purposes.
- 2.2. The Consultant may only use the Confidential Information for the purposes of this Agreement. The Consultant may, with DP World's prior written consent, provide its employees, officers, directors, subcontractors and professional advisers (each an Authorised Recipient) with access to the Confidential Information on a strictly "need-to-know" basis only. The Consultant shall ensure that each of its Authorised Recipients is bound to hold all Confidential Information in confidence to the standard required under this Agreement. Where an Authorised Recipient is not an employee, officer or director of the Consultant, the Consultant shall procure that the Authorised Recipient enters into a written confidentiality undertaking with the Consultant on substantially equivalent terms to this clause 2.
- 2.3. The prohibition set out in this clause 7 does not apply to Confidential Information:
  - 2.3.1. which is at the time it is exchanged or later comes into the public domain (otherwise than by a breach of this Agreement); or
  - 2.3.2. which is already in the unrestricted possession of the Consultant at the time it is exchanged; or
  - 2.3.3. which DP World has by written agreement accepted to disclose or use freely; or
  - 2.3.4. which the Consultant is required to disclose pursuant to the request of a court of law or regulatory body having jurisdiction over the Consultant provided that, whenever practicable, the Consultant shall notify DP World forthwith of such request prior to disclosing the Confidential Information.

sultant shall notify DP World forthwith of such request  
tial Information.

 Amir Ben Menahe



### 3. Exclusivity

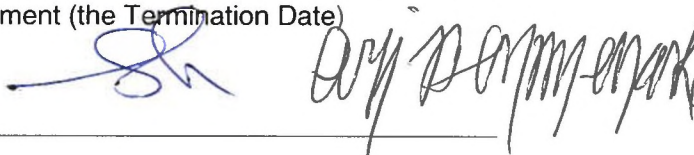
- 3.1. Since during the provision of the Services the Consultant may come into possession of Confidential Information, the Consultant warrants that, except with the prior written consent of DP World:
- 3.1.1. DP World shall be its exclusive client in the Country in respect of the transportation and logistics sector in relation to the Services (and any other similar projects in the Country) for the duration of this Agreement; and
  - 3.1.2. the Consultant shall not, and shall procure that its agents, subcontractors and servants shall not, whether as a consultant, principal, partner, director, employee or otherwise, directly or indirectly provide or procure the provision of any consultancy Services nor carry out or procure the carrying out of
  - 3.1.3. any other business, activity, work or Services to any other person that would conflict with its obligations under this Agreement
- 3.2. The Consultant acknowledges that DP World will incur significant costs, fees and expenses by relying on this clause 8, and if the Consultant is in breach of its obligations under this clause 8, the Consultant shall (without prejudice to any other remedies DP World may have) indemnify and keep indemnified DP World for an amount equal to all the costs, fees, disbursements and expenses (plus any applicable taxes) which have been or will be incurred by DP World in connection with the Services.

### 4. Termination

- 4.1. Subject to clause 4.2 below, either Party can terminate this Agreement at any time after by serving one (1) month written notice to the other Party.
- 4.2. Each Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other:
- 4.2.1. if the other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other Party shall have failed to remedy that breach within fifteen days after receiving written notice requiring it to remedy that breach; or
  - 4.2.2. if the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.
- 4.3. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

### 5. Term of this Agreement

- 5.1. This Agreement takes effect from the date of this Agreement (the Effective Date) and shall remain in full force and effect for a period of one (1) year, unless and until it is terminated earlier in accordance with clause 4 of this Agreement (the Termination Date)



**6. Services to be provided by the Consultant:**

- 6.1. For the period from the Effective Date to the Termination Date (the Term of this Agreement), DP World appoints the Consultant on a non-exclusive basis to perform the Services as described in paragraph 1,2 and 3 "Services" of the appointment letter, and the Consultant hereby accepts the appointment to perform the Services in in this clause in accordance with this Agreement.
- 6.2. Any variation to the Services to be provided by the Consultant to DP World pursuant to this Agreement shall be agreed in writing between DP World and Consultant.
- 6.3. The Consultant shall devote to its obligations under this Agreement such time, attention, skill and care as may be necessary for the proper performance of those obligations.

